

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BioMedical Enterprises, Inc.	11/05/2009
RECEIVING PARTY DATA	
Name:	Dr. William Casey Fox
Street Address:	846 Silver Springs
City:	Helotes
State/Country:	TEXAS
Postal Code:	78023
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7637872
CORRESPONDENCE DATA	
Fax Number:	(830)535-6300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	830-535-6300
Email:	caseyfox@wildblue.net
Correspondent Name:	William Casey Fox
Address Line 1:	846 Silver Springs
Address Line 4:	Helotes, TEXAS 78023
NAME OF SUBMITTER:	W. Casey Fox
Total Attachments: 2 source=Executed Assignment for 10-408633 to Fox Nov 2009#page1.tif source=Executed Assignment for 10-408633 to Fox Nov 2009#page2.tif	

OP \$40.00 7637872

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PATENT
REEL: 025510 FRAME: 0033

ASSIGNMENT

WHEREAS BioMedical Enterprises, Inc. (BME) a Texas Corporation, located at 14785 Omicron Drive, Suite 205, San Antonio Texas 78245 (hereinafter referred to as "Assignor") is the owner of certain new and useful improvements in a BONE MARROW ASPIRATION AND BIOMATERIAL MIXING SYSTEM (U.S. Non-Provisional Patent Application No. 10/408,633), for which we have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, William Casey Fox, a citizen of the U.S.A., residing at P.O. Box 63389, 846 Silver Springs, Pipe Creek, Texas 78063 (hereinafter referred to as "Assignee") was the inventor of the above technology, and William Casey Fox entered into a Third Amended and Restated Assignment Agreement dated July 27, 2006, under which William Casey Fox agreed to assign to BioMedical Enterprises, Inc. the entire right, title and interest in, to and under the said improvement and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to BME in hand paid, and the other good and valuable consideration set forth in the Agreement, the receipt of which is hereby acknowledged, BME, the said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor further assigns to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

I HEREBY further covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal

representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

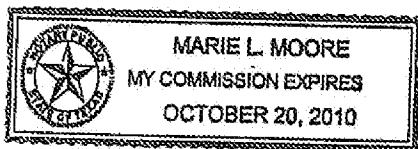
IN TESTIMONY WHEREOF, I hereunto set my hand this 5 day
of November, 2009.



Keith M. Peeples, President and CEO
BioMedical Enterprises, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 5th day of November, 2009, before me, a Notary Public, personally appeared Keith M. Peeples, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledge the same to be his free act and deed.



Notary Public, State of Texas
My Commission Expires: 10-20-2010